

02.02.2026

Fresh suit has been received by way of assignment. It be checked and registered.

Present: Mr. Akash Saxena, Ld. Counsel for plaintiff.

1. Plaintiff has filed the present suit for permanent and mandatory injunction.

2. Heard, perused and considered.

3. Ld. Counsel for plaintiff submits that plaintiff had entered into an agreement to sale dated 09.06.2025 with the defendant for the purchase of immovable property bearing no. E-31, Second Floor, East of Kailash, New Delhi-110065 for a total sale consideration amount of Rs. 6 Crore. He also submits that the plaintiff paid a sum of Rs. 80,00,000/-towards the payment of part sale consideration to the defendant. He further submits that the defendant, however, terminated the said agreement to sale through a whatsapp message sent to the plaintiff and then he also sent a legal notice to the plaintiff. Ld. Counsel, basis these submissions, submits that plaintiff is seeking relief of injunction to restrain the defendant from creating 3rd party rights in the suit property and to also restrain him from interfering in plaintiff's position over the suit property; and a further relief of injunction thereby directing the defendant to perform his obligations in the agreement dated 09.06.2025.

4. Following defects have have been pointed out to the plaintiff / Ld. Counsel:

(a) The very agreement to sale dated 09.06.2025 upon which plaintiff's suit is based has not been filed with the court.

- (b) Plaintiff, by way of second prayer, is seeking direction to the defendant to perform his obligations under the agreement to sale dated 09.06.2025. This relief, though not worded as a relief for a specific performance, is, in fact, in the nature of specific performance only. However, this relief has not been valued as per the sale consideration agreed in the agreement to sale in compliance of Section 7(x) of the Court Fees Act 1870. Resultantly, the proper court fees has also not been paid. It appears to be an astute and clever drafting to evade the payment of proper court fees.
- (c) Both the reliefs of injunction have been valued at Rs. 130/- each upon which court fees of Rs. 13/- each has been paid. As per Section 8 of the Suit Valuation Act and section 7 (iv)(d) of the Court Fees Act, valuation of relief of injunction for the purpose of pecuniary jurisdiction and court fees cannot be different. In other words, the valuation of injunction relief for the purpose of pecuniary jurisdiction and court fees has to be the same.
5. Plaintiff is being given an opportunity to cure the aforesaid defects well before the next date of hearing failing which the suit shall be liable to be rejected under Order 7 Rule 11 CPC for under-valuation of relief and non-payment of proper court fees.
6. List on **28.03.2026** for aforesaid purpose.

(Sachin Mittal)
DJ-03/South-East District
Saket Courts, New Delhi/02.02.2026